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CERTIFICATION

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the President of the Prestonwood Country Club Condominium Association, Inc., (hereinafter the "Association") a Texas nonprofit corporation;

That the attached documents are documents that apply to the operation and utilization of the Prestonwood Condominium regime located in Dallas County, Texas;


That the property affected by the attached documents is the property restricted by that certain Condominium Declaration for the Prestonwood Country Club Condominium recorded in Volume 77112, Page 00006 *et seq.* in the Official Public Records of Dallas County, Texas;

That the documents which affect the use and operation of the above-referenced property are attached hereto as Exhibit "A"; and

That the documents attached hereto as Exhibit "A" were promulgated by the Board of Managers and adopted by at least a majority of the members of the Board of Managers of the Association.

SIGNED this the 4 day of May, 2018.


**PRESTONWOOD COUNTRY CLUB
CONDOMINIUM ASSOCIATION, INC.**


Print Name: Darrell J. Traeger
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME the undersigned authority, on this day personally appeared Darrell J. Traeger, the President of the Prestonwood Country Club Condominium Association, Inc., known by me to be the person whose name is subscribed to the this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 4 day of May, 2018.


Notary Public – State of Texas

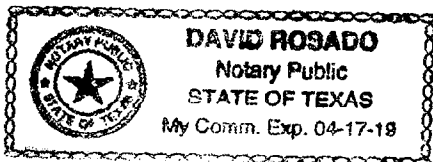


EXHIBIT "A"

1. Unit Renovation Policy and Work Rules
2. Unit Renovation Application
3. Notice to Proceed
4. Notice of Rule Violation

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.
("ASSOCIATION")

UNIT RENOVATION POLICY AND WORK RULES

The Association encourages its Members to renovate and upgrade their units, while protecting our Common Elements and the living environment for all our residents. This Unit Renovation Policy and Work Rules (the "Policy") has been developed and approved by the Association's Board of Managers (the "Board") to achieve this purpose.

This Policy does not apply to simple redecorating or general maintenance of the unit's betterments; including but not limited to: painting of unit, repair or replacement of light fixtures and ceiling fans, replacement of sinks and plumbing fixtures, replacement of kitchen appliances, simple light switch and outlet replacement, carpet replacement, floor treatment repair and replacement. **However, the owner is always responsible to comply with the Work Rules sections of this Policy for all work.** *It must be emphasized, if there is any confusion by the owner of whether their maintenance and improvement projects' scope of work falls within the parameters of this POLICY, owner must consult with the Association before proceeding. The Board will be the final arbiter of what will be required of the owner when undertaking all unit improvements and repair.*

All owners who undertake remodeling, renovation, repair and altering of their unit betterments, acknowledge and agree they are totally responsible for any damages to neighboring units, limited common elements, common elements and Association mechanicals. Unit owners are solely responsible for any and all costs which result from broken water pipes, gas leaks, improper electrical work, HVAC, structural damage, air quality issues to neighboring units from glues, paints, varnish, chemical treatments, and noise which may hinder the quiet enjoyment of neighboring unit owners.

Owners are responsible to the Association and other owners for the conduct on Association property of persons and firms they engage or who are engaged by their lessees or other occupants of their units. This responsibility includes ensuring that all persons engaged to work in their units are aware of and committed to comply with this Policy.

The following requirements will be strictly enforced by the Association.

- I. **RENOVATION DEPOSIT** - A \$1000.00 renovation deposit is required with the Unit Alteration Application. This is to cover a \$300.00 administrative fee to 1) process the application, 2) conduct a pre-construction meeting with the unit owner and contractor(s) to review work rules and rules violation fines, and 3) to enforce this Policy. The deposit may also be applied to costs for cleaning of the common element, damage

repairs, and rule violation fines. The Board reserves the right to employ third party inspection services at any time to review owner's work completed or proposed and the cost to be deducted from the deposit. In the event that the amount of deductions exceeds the deposit, the Board may issue a stop work order to remain in effect until the \$1000.00 renovation deposit is replenished.

The remaining balance, if any, of the deposit shall be returned within 30 days after the construction is completed and the contractor is off premises. A smaller deposit may be allowed for low risk projects requiring less than 30 days, if the scope of work indicates a much lower risk of damages related to the common areas. The deposit amount is at the sole discretion of the Board.

- II. **UNIT RENOVATION APPLICATION** - A Unit Renovation Application must be completed with required attachments (full scope of work and drawing(s), identity of the contractor(s), copy of any contract or proposed contract for the work, appropriate license, insurance, intended job starting work/completion dates so that the Association is advised that the contractor(s) are properly licensed and insured and proper City of Dallas permits are obtained when required. Any plans for moving or removing walls, windows or sliding doors will be reviewed at the owner's expense by an architect or structural engineer selected by the Association.
- III. **PRE-CONSTRUCTION MEETING** - is required with the owner and contractor(s) to review the Association Work Rules and to review the cost for work rule violations, not adhering to submitted, approved scope of work and any additional costs the Association incurs due to employing third party inspectors, use of Association staff to shut off utilities and Association attorney fees in the event the Association has to issue a legal stop work order (Injunction) for non-compliance of the previously agreed to scope of work and/or this Policy.
- IV. **NOTICE TO PROCEED** - At the conclusion of the Pre-Construction Meeting, a Notice to Proceed will be issued to the owner and contractor(s) and work will be allowed to commence. In the case of any rule violations, the owner and contractor will be provided a written Notice of the Violation. If work stoppage is required due to a 3rd work rule violation, work cannot proceed until a new Notice to Proceed is issued.
A Notice to Proceed must be issued to the owner prior to commencement of any remodeling or renovation of a unit and must be posted at all times at the unit.
- V. **FINES** – Subject to notice and an opportunity to be heard, the Association may impose fines for violations of this Policy. Fines will be itemized on the applicable Owner's monthly Association dues invoice. The Association reserves the right to collect such fines and enforce suspensions of work by any rights and remedies available to the Association under this Policy, law or in equity. Unpaid fines shall be subject to reasonable collection costs, including attorney

fees and collection agency fees and the 1.5% monthly interest rate specified by the Declaration. If the Association brings a legal action in a court of competent jurisdiction to enforce the collection of the fines or suspensions under this policy and prevails, the resident shall be liable for the judgment and all reasonable costs, fees and expenses of the Association in bringing such action, including attorney fees and court costs.

VI. **RULES** - These building work rules apply to any and all construction/unit improvement projects.

A. **CONTRACTORS** - All contractors, subcontractors and building trades working on Association property must be currently licensed as required by the State, County and City of Dallas

B. **INSURANCE**

1. **Contractor's Insurance.** The contractor shall procure, secure, and maintain insurance to cover and protect both parties hereto against any and all claims for damage of loss of property of personal or bodily injury and/or death arising out of and/or directly or indirectly related to the activities performed under this policy. All insurance coverage shall be written through insurance companies authorized to do business in the state of Texas and shall for the duration of this Agreement be rated no less than A: VIII in the most current edition of *A.M. Best's Key Rating Guide*.

2. **Commercial General Liability Insurance**

i. **Generally.** The Contractor shall procure, secure, and maintain Commercial General Liability Insurance in accordance with this policy, covering liability imposed by law or assumed by written contract, including liability for loss; loss of use, damage, or destruction of the Association's property; and personal or bodily injury, sickness, or death.

ii. **Coverage Limits.** The Contractor's Commercial General Liability Insurance must at all times have at least the following minimum limits of liability: (A) Per occurrence or accident: \$1,000,000; (B) General Aggregate: \$2,000,000; (C) Products/Completed Operations Aggregate: \$2,000,000; and (D) Personal and Advertising Liability: \$1,000,000.

iii. **Per Location Aggregate Extension.** The Contractor's Commercial General Liability Insurance Policy must at all times have an amendment or extension amending the general aggregate limit to apply separately to each location owned by the named insureds.

- iv. **Disallowed Limiting Endorsements.** At all times, the Contractor's Commercial General Liability Insurance Policy must not have any of the following limiting endorsements: (A) CG 21 39-Contractual Liability Limitations; (B) CG 24 26-Amendment of Insured Contract; (C) any Punitive, Exemplary or Multiple Damages Exclusion or similar exclusion; or (D) any Insured Versus Insured Exclusion.
3. **Workers Compensation Insurance.** The Contractor shall procure, secure and maintain Workers Compensation Insurance, covering liability imposed by law or assumed by written contract, including liability for personal or bodily injury, sickness, or death. The Contractor's Workers Compensation Insurance must at all times have at least the following minimum limits of liability: (A) Per accident: \$2,000,000; (B) Bodily injury by disease, each employee: \$2,000,000; and (C) Bodily injury by disease aggregate: \$2,000,000.
4. **Commercial Automobile Insurance.** The Contractor shall procure, secure and maintain Commercial Automobile Insurance, covering liability arising out of any motor vehicle driven or ridden in by any employee of the Contractor. Such insurance must include coverage for all owned, non-owned, and hired vehicles. The Contractor's Commercial Automobile Insurance must at all times have at least \$2,000,000 in combined single limits of liability.
5. **Umbrella Insurance Coverage.** The Contractor shall procure, secure, and maintain Umbrella Insurance coverage, written on a "Following Form" basis, incorporating the terms, conditions, and exclusions of all other insurance policies obtained by the Contractor. The Contractor's Umbrella Insurance coverage must have a limit of liability of at least \$2,000,000 per accident or occurrence.
6. **Builder's Risk.** "All risks/special form" including flood and windstorm, full replacement cost value and without co-insurance, naming the Association as an additional insured and the Contractor's lender (if any) as a loss payee.
7. **Additional-Insured Status of the Association.** Before performing any work for the Association, the Contractor shall cause its Commercial General Liability Insurance Policy, Commercial Automobile Insurance Policy, and Umbrella Insurance Policy to include coverage extensions naming the Association and its current and former directors, officers, committee members, volunteers, employees, agents, successors, and assigns, as additional insureds under such policies. The extension applicable to the Commercial General Liability Insurance Policy must be

written on the CG 20 10 10 01 and CG 20 37 10 01 forms without modification, or equivalents of such forms.

8. **Waiver of Subrogation.** Before performing any work for any owner on any unit, the Contractor shall cause its Commercial General Liability Insurance Policy, Workers Compensation Insurance Policy, Commercial Automobile Insurance Policy, and Umbrella Insurance Policy to include coverage extensions providing a waiver of subrogation in favor of the Association and its current and former directors, officers, committee members, volunteers, employees, agents, successors, and assigns.
9. **Certificates of Insurance.** Concurrently with the approval of the owner's Unit Renovation Application, the Contractor shall provide the Association with certificate(s) of insurance evidencing the scheduled coverages, and compliance with the additional-insured and waiver-of-subrogation provisions stated above.
10. **No Waiver.** Any failure of the Association to protest an omission in such certificates of insurance of policies from the insurances required under this policy will not be deemed a waiver by the Association of any of the obligations of the owner and owner's contractor under this policy.

11. **Notices of Changes or Cancellation.** The insurance policies required by this policy must provide sixty (60) days' prior written notice of changes or cancellation to the Association and must contain the following language:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, not-renewal, or material reduction of coverage affecting the certificate holder, sixty (60) days' prior written notice shall be given to the certificate holder by certified mail or registered mail, return receipt requested.

The sixty (60) day requirement in this section may be reduced to thirty (30) days upon a written statement from the insurance provider stating that it is impossible to provide in the policy for a sixty (60) day written notice. Such statement must be provided to the Association within fourteen (14) days of the approval of the owner's Unit Renovation Application, and prior to Contractor's commencement of work.

12. **Primary Status.** All insurance coverage required by this policy must be primary to all insurance available to the Association, if any, maintained by Association as being excess secondary, and non-contributing. Where necessary, the Contractor shall cause its policies to be policies to be endorsed to provide such primary liability. Responsibility for Deductibles and Indemnification.
13. **Responsibility for deductibles and indemnification.** The Contractor shall be responsible for and pay for all deductibles arising out of the insurance required by this policy, which deductibles shall be guaranteed by the owner of the unit. If the Contractor fails to procure, secure, or maintain the insurance coverages required by this policy, the Contractor shall be deemed to be self-insured to the entire extent of any deviation from stated coverage and amounts thereof, and the Contractor shall fully indemnify, defend, and hold harmless the Association from and against all costs including attorneys' fees, cost of defense and investigation, and from and against any and all claims, demands, causes of action, penalties, losses, damages, and judgements arising out of or resulting from bodily injury or death of any person, or property damage, including loss of use of property, which would otherwise have been insured against had the Contractor procured, secured, and maintained the insurance required by this policy.

14. **Materiality of Insurance Provisions.** The Contractor's failure to procure, secure, and maintain the required insurance coverages will constitute a material breach of, and default under, this policy. If the Contractor fails to remedy such breach within 5 business days after notice by the Association, the unit owner contracting with the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Association from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the owner by the Association. If the Contractor fails to remedy such breach within 10 days after notice by the Association, the Association may issue a Stop Work Order and/or rescind its approval of the Unit Renovation Application.
15. **Workers'-Compensation Representations.** By signing this agreement and providing a certificate of coverage, the Contractor represents and warrants to the Association that all employees of the Contractor who will provide services for the work will be covered by Workers' Compensation Coverage for the duration of the work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information will be considered to be a material breach of this policy.

C. **PLUMBING LINES** - Common pipes and drains may be located inside of unit interior walls. However, relocating or making modifications to those portions of interior walls containing common pipes, plumbing, plumbing waste systems or lines, or to the exterior walls, or drilling into concrete floors is strictly prohibited with very limited exception.

D. **HVAC SYSTEM** - No modification or relocation of the Association's HVAC system is permitted. Owner understands that any modification of Association's mechanicals will result in the Association employing its own contractors to repair changes made back to their original state at the owner's expense. ***Any owner that violates this provision will be required to pay this expense as well as an assessment equal to the repair cost levied against the owner as penalty.***

In addition, the system may not be used during construction. If it is and the unit requires servicing because of construction debris, the owner will be charged for the time and materials needed. At all times that the system is not in use, all vents and returns must be sealed shut. Notwithstanding the foregoing, the Association, upon the advice of an

HVAC consultant, may require that the system remain operable during construction with adequate steps taken to avoid construction debris from entering the system.

E. **CONCRETE FLOORS** - Any owner wishing to drill into or disturb the concrete floor of their unit, in any way for any reason whatsoever, may only do so upon the written request to the Board. This request must contain results of ground penetrating radar (ultrasound) on the proposed site to be administered by a qualified licensed technician to ensure that no infrastructure will be damaged. The Board will then review the request for approval at its sole discretion. All costs must be borne by the owner making the request. Any owner who violates this provision by disturbing the concrete floor without approval will be required to shoulder the cost of repairing the floor and an assessment equal to repair cost will be levied against the owner as a penalty. Notwithstanding the hours set forth in Section J below, concrete work may only be done between the hours of 9:00 a.m. and 5:00 p.m. Monday through Saturday. No concrete work may be done on Sunday.

F. **MOVE INTERIOR WALLS** - The Board will review the request for may have the requested changes engineered at the owner's expense, to ensure that there is no change to pipe resistance or detriment in any way to any of the Association common elements and infrastructure. This may require an increase in the pipe diameter for changes.

G. **EXTERIOR CHANGES** – The uniform appearance and structural integrity of the building exterior must be maintained and approved by the Association consistent with Association standards. Unit entry door, window and color changes to the exterior must be submitted for approval.

H. **UTILITY SHUT-OFFS**

1. **WATER** - The owner will be responsible for water shut off charge of one hundred twenty dollars (\$120). Requests for a water shut off must be in writing to the management office, must be accompanied by a permit and contain a detailed description of the work to be performed with a detailed parts list. Following approval, water shut off is usually scheduled one week in advance. Plumbers must notify maintenance that they are ready for the water to be restored and must remain in the unit to inspect their work for integrity and any leaks. Only when the plumber notifies maintenance of the all clear will water be restored. The owner is responsible for ensuring compliance to each prescribed step by his/her plumber.

2. **ELECTRIC** - Requests for electrical shut off must be in writing and must be accompanied by a permit. Following the request to restore electricity, electricians must remain in the unit to inspect their work for integrity, to test voltages, for shorts or excessive heat. Only when the electrician notifies maintenance of the all clear will the power be restored. The owner is responsible for ensuring compliance with each prescribed step by his/her electrician. The Owner will be responsible for an electric shut off charge of one hundred and twenty dollars (\$120).

3. **GAS** - Requests for gas shut off must be in writing. Following the request to restore gas, the plumber must remain in the unit to inspect their work for integrity. Only when the plumber notifies maintenance of the all clear will the gas be restored. The owner is responsible for ensuring compliance with each prescribed step by his/her plumber. The Owner will be responsible for a gas shut off charge of one hundred and twenty dollars (\$120).

I. **COMMON ELEMENT** - The Owner is responsible to ensure that contractors in their employ do not damage, soil or leave trash in or on any common element. ***Contractors, subcontractors, other building trades and movers must provide for all appropriate floor, door and wall protection. This includes unit doors, hallways, stairwells, parking surfaces, sidewalks and green areas.*** Contractors are required to clean, vacuum and sweep any incidental mess that occurs. The Association maintenance staff is not responsible for this type of cleanup. A fifty dollar (\$50) minimum deduction from the construction deposit will be levied for each violation.

J. **DEBRIS** - Contractors are not permitted to dispose of any material or debris in the alleyways, in or on the common element, or in the community trash pickup area. Contractors must provide for their construction waste by way of dumpster contracted for by any professional waste management concern, which delivery, use, and removal of the dumpster is the responsibility of the Contractor. Contractor is liable for any property damage or personal injury that occurs due to the delivery, use, and removal of the dumpster. The area around the dumpster must be kept free of any construction debris at all times.

K. **HOURS** - construction noise may be created. Under no circumstance is construction noise of any kind permitted before 8 A.M. and after 7 P.M. Construction may only be undertaken Monday through Saturday. No construction of any kind is permitted on Sundays.

L. **CONSTRUCTION CONFINED TO INSIDE OF UNIT** - The owner is to inform contractors that all work and construction must take place on the inside of the unit and that no staging or work is to take place in any common and limited common elements.

M. **CODE COMPLIANCE** - Work must adhere to all Dallas City and State of Texas building codes when applicable and all necessary permits must be obtained before work may commence.

N. **ABATEMENT** - In the event of demolition required within the scope of work of any remodeling project, owner understands and acknowledges, that due to pre-1970 construction of the community, there may be a need to test and remediate asbestos in accordance with all local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and the Texas Department of State and Health Services (TDSHS). Testing and abatement activities (including all mold abatement required), must be done by fully licensed and insured providers to ensure these services comply with all Texas State Regulations. All required State Certificates for this work must be obtained, posted and on file as mandated by regulations. Any violations found will result in an immediate stop work order and owner is responsible for any costs and fines associated with this action.

VII. **ENFORCEMENT** - It is understood that non-compliance with these requirements may result in required demolition or replacement of said work and re-construction that meets compliance will be solely at the owner's expense.

The Association will make the changes using authorized Association contractors. The owner will be responsible for utility shut off charges of one hundred and twenty dollars (\$120) each, the costs incurred by the contractors and all engineering and inspection costs. The Association will use best efforts to obtain reasonable and competitive costs for the contractors and engineers but makes no assurance that these costs will be the lowest available.

VIII. **MECHANIC'S LIEN RIGHTS AND INDEMNIFICATION.** Owner hereby acknowledges that pursuant to Article 13 of the Condominium Declaration for Prestonwood County Club Condominium, owner has the sole and absolute obligation to ensure that all of its contractors are fully paid on or before the conclusion of the work. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of a unit owner or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit or any other unit owner not expressly consenting to or requesting the same, or against the common elements. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the unit of any owner or

against the common elements for construction performed or for labor, materials, services or other products incorporated in the owner's unit at such owner's request.

Owner: _____ Date: _____

Print Name: _____

Address: _____ Unit#: _____

Contractor: _____ Date: _____

Print _____ Name: _____

Association: _____ Date: _____

Print _____ Name: _____

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.
("ASSOCIATION")

UNIT RENOVATION APPLICATION

In order to obtain approval for the renovation work requested in your unit with the least amount of disruption to others in our community, you are required to furnish the following information:

DATE: _____ OWNER: _____ UNIT: _____

Planned starting date: _____ Expected completion date: _____

List primary contractor(s) and /or general contractor information below:

Contractor: _____

Print Name: _____

Phone: _____

Email: _____

Contact Name: _____

Print Name: _____

Phone: _____

Email: _____

License #: _____

Business License #: _____

Attach additional contractor info as needed.

Attach copy of contract or proposed contract for the work. Copy of all documents required under the Unit Renovation Policy and Work Rules, including by way of illustration and not limitation, a copy of any contract or proposed contract for the work, appropriate license(s), intended job starting and estimated completion dates. Any plans for moving or removing walls, windows or sliding doors will be reviewed at the owner's expense by an architect or structural engineer selected by the Association.

Attach copies of general liability insurance of at least \$1,000,000, showing endorsement naming The Prestonwood Country Club Condominium Association, Inc. and the unit owner as additional named insureds.

Attach a copy of Certificate of Workers Compensation Insurance for the primary contractor and/or all major subcontractors.

DRAWINGS AND SCOPE OF WORK PLANNED - Any owner planning alterations or renovations to their unit must submit 1) a sketch or sketches (drawings) of the proposed project drawn to scale, 2) a written detailed scope of the work, as attachments to this application. The Association’s Board of Managers (the “Board”) may require more detailed plans and specifications, prior to the Pre-Construction Meeting, depending on the nature of the alteration.

AN INITIAL DEPOSIT OF \$1000.00 PAYABLE TO THE PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION MUST ACCOMPANY THIS RENOVATION REQUEST. THIS DEPOSIT WILL BE NETTED AGAINST FEES INCURRED, ASSOCIATION COSTS FOR CLEANING AND REPAIRS TO COMMON ELEMENTS AND ANY FINES FOR WORK RULES VIOLATIONS, AS WELL AS ANY ASSOCIATION COSTS INCURRED HAVING TO USE THIRD PARTY SERVICE PROVIDERS. (SMALLER DEPOSIT FOR CERTAIN PROJECTS REQUIRING LESS THAN 30 DAYS-SOLE DISCRETION OF BOARD). IN THE EVENT THAT THE AMOUNT OF DEDUCTIONS EXCEEDS THE DEPOSIT, THE BOARD MAY ISSUE A STOP WORK ORDER TO REMAIN IN EFFECT UNTIL THE \$1000.00 DEPOSIT IS REPLENISHED.

A **Pre-Construction Meeting** will be scheduled as soon as possible to review the planned project and the **Unit Renovation Policy and Work Rules**. Owner and contractor(s) will be provided a **Notice to Proceed** that will confirm that the applied for unit renovation project has been approved by the Association and that work may proceed following the Pre-Construction Meeting.

While the Association and its agents may observe the work in progress from time to time, the Association is not a general contractor and has no responsibility for the unit renovation. It is the owner’s responsibility to ascertain that the alterations or renovations are conducted and completed to the owner’s satisfaction and in accordance with the approved plans and specifications.

Owner: _____ Date: _____

Print Name: _____

Signed: _____ Operations Manager, Association

Print Name _____

___ \$1,000 Damage Deposit Received Check # _____ Date: _____

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.
("ASSOCIATION")

NOTICE TO PROCEED

This is authorization for the owner named below to have his contractor(s) commence the renovation as detailed in the Unit Renovation Application dated _____.

DATE: _____ OWNER: _____ UNIT: _____

Planned starting date: _____ Expected completion date: _____

Brief description of requested renovation: _____

It is understood that if the work is not completed on or before the expected completion date, the owner must provide the operations manager with a revised completion date. Failure to comply with the amended date will result in a stop work order and the owner will be responsible for all Association attorney fees. Subject to notice and an opportunity to be heard Fines may be imposed as a result of owner's failure to comply with terms hereof.

Signed: _____ Operations Manager, Association

Date: _____

___ \$1,000 Damage Deposit Received Check # _____

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.
("ASSOCIATION")

NOTICE OF RULE VIOLATION

DATE: _____ OWNER: _____ UNIT: _____

CONTRACTOR: _____

This serves as formal notice that your contractor(s) were found to be in violation of the following Work Rule:

This is your ____ violation. As you acknowledged during the Pre-Construction Meeting, the 1st violation results in a warning, the 2nd in a fine of not less than \$100 and the 3rd in a work stoppage and a fine of not less than \$200.

If this is a 3rd violation, the contractor will not be allowed to continue further work until a meeting takes place between the owner, the contractor(s), the Association president and the manager. A new Notice to Proceed will not be issued until the president and manager, at their sole discretion, are confident that the contractor(s) fully intends to abide by the previously agreed Work Rules for the balance of the project. The owner understands that fines and attorney fees will be the sole responsibility of said owner.

Signed: _____ Operations Manager, Association

Date: _____

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
05/09/2018 04:18:46 PM
\$90.00
201800123306**

